

#2700

# **A G R E E M E N T**

## **B E T W E E N**

**THE MAURICE RIVER TOWNSHIP  
BOARD OF EDUCATION**

## **A N D**

**THE MAURICE RIVER TOWNSHIP  
SUPPORTIVE ASSOCIATION/NJEA**

**July 1, 1996 - June 30, 1999**

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## **PREAMBLE**

**WHEREAS** the Maurice River Township Board of Education ("the Board") and the Maurice River Township Supportive Association ("the Association") hereby accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill; and

**WHEREAS** this Agreement shall constitute a binding obligation by and between the parties for the duration hereof, or until changed by mutual consent in writing.

## **ARTICLE 1. RECOGNITION**

### **1:1. Unit**

Pursuant to *N.J.S.A. 34:13A-1 et. seq.*, the Maurice River Township Board of Education recognizes the Maurice River Township Supportive Association as the sole and exclusive bargaining agent for all regularly employed personnel covered by this Agreement and in all matters pertaining to wages and other terms and conditions of employment.

### **1:2. Employees Included In Unit.**

The provisions of this Agreement shall apply to all of the following full and part-time employees, but excluding supervisors:

#### **Food Service**

Assistant Cafeteria Manager

Food Service Workers

#### **Transportation**

School Bus Drivers

School Bus Attendants

#### **Maintenance**

Building Maintenance Workers

#### **Secretarial**

Principal Clerk

Senior Account Clerk Typist

Senior Clerk Typist

Senior Account Clerk/Payroll Clerk

School Aides

### **1:2.1 Employees Excluded From Unit.**

The provisions of this Agreement shall not apply to the following employees: management employees, professional employees, confidential employees within the meaning of the New Jersey Employer-Employee Relations Act.

### **1:3. Definitions of Employees**

#### **1:3.1. Employees**

Unless otherwise indicated, the term "employees" when used within this Agreement, shall refer to employees represented by the Association in the negotiating unit as above defined.

### **1:3.2. Temporary Employees**

Temporary employees shall be defined and hired in accordance with applicable regulations of the Department of Personnel.

### **1:3.3. Permanent Employees**

Permanent Employees shall be considered as employees who have acquired Civil Service Permanent Status in a position after the satisfactory completion of a probationary period.

### **1:3.4. Part-Time Employees**

Part-Time Employees shall be considered as employees whose regular hours of duty are less than the regular or normal work week for the class of work.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **2:1. Reservation of Rights and Responsibilities**

The Board, on its own behalf and on behalf of the students and taxpayers of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:

(a) to the executive management and administrative control of the school system, its properties and facilities, and the in-school activities of its employees;

(b) to hire employees, and subject to applicable provisions of law, to determine their qualifications, the conditions of their continued employment, their discipline or dismissal, their promote or transfer, or to refrain from any such activities;

### **2:2. Educational Authority**

Nothing contained herein shall be construed or considered to deny or restrict the Board of any of its rights, responsibilities and/or authority under the laws, rules and regulations of the State of New Jersey or of the United States, or any local rule, regulation or policy as it pertains to education or as a public employer in and of the State of New Jersey.

### **2:3. Managerial Prerogative**

The Board hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (1) manage and administer the affairs and operations of the Board and the school system, (2) direct its working forces and operations and (3) hire, promote, assign and discipline employees in accordance with law.

## **ARTICLE 3. ASSOCIATION RIGHTS AND PRIVILEGES**

### **3:1. Release Of Information**

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information of a public nature only concerning

annual financial reports and directory of all personnel in the unit, and minutes of all board meetings (public) and such other information that shall assist the Association in developing accurate and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.

### **3:2. Release Time For Grievance Hearings**

Whenever any representative of the Association or an employee is mutually scheduled by the parties to participate during working hours in grievance procedures, such employee shall suffer no loss in pay.

### **3:3. Association Business On School Property**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that same shall not interfere with or interrupt normal operations.

### **3:4. Use of School Facilities**

#### **3:4.1 Use of School Building**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings subject to the approval of the Chief School Administrator who shall be notified in advance of the time and place of all such meetings. Said approval shall not be unreasonably withheld.

#### **3:4.2. Use of School Equipment**

The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, duplicating equipment and audio-visual equipment at reasonable times subject to the approval of the Chief School Administrator who shall be notified in advance of said usage. Said approval shall not be unreasonably withheld. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The equipment shall be operated by competent personnel.

#### **3:4.3. Use of Inter-School Mail Facilities.**

The Association shall have the right to use the present inter-school mail facilities and school mailboxes for official Association business subject to the approval of the Chief School Administrator who shall be notified in advance of said usage. Said approval shall not be unreasonably withheld.

### **3:5. Convention Leave**

The Board shall grant leave with pay to the President of the Association as requested during said President's term of office pursuant to the regulations of the Department of Personnel. The President of the Association shall provide proof of attendance to the Board.

### **3:6. Exclusive Representation**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees and to no other organizations.

### **3:7. Payroll Deduction**

#### **3:7.1. Deduction of Dues**

The Board agrees to deduct from the salaries of its employees, dues for the Maurice River Township Supportive Association/NJEA, the Cumberland County Council Education Association (CCCEA), and the National Education Association (NEA). Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969, (N.J.S.A. 52:14-15.9e), and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted directly to the New Jersey Education Association by the fifteenth day of each month following the monthly pay period in which deductions have been made. The person designated shall disburse such monies to the appropriate Association(s).

#### **3:7.2. Certification of Membership Dues**

Each of the Association(s) named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board at least thirty (30) days written notice prior to the effective date of such change.

#### **3:7.3. Cumberland County Teachers Credit Union**

An employee may elect to have deposited into the Cumberland County Teachers' Credit Union a sum of the employee's own choice. This shall be deposited into the employee's own personal account with the credit union.

#### **3:7.4. Deductions and Direct Deposit**

Deductions shall be those in accordance with the New Jersey Administrative Code. Direct deposit shall be available to an employee and shall be net pay to said employee's designated bank.

#### **3:7.5. Responsibility of Deductions and Verifications**

The business office will be solely responsible for the deduction of monies and the transmittal of same. However, all statements and verification of accounts, loans, or any other reporting, such as income tax or other reports required by law or the Association, will be the responsibility of the Association or its members, exclusively.

### **3:8. Representation Fee**

#### **3:8.1. Purpose Of Fee**

If an employee does not become a member of the Association during any membership year (i.e. from September 1st to the following August 31st) which is covered in whole or part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The representation fee shall be prorated for the membership year of hire in accordance with the bylaws of NEA/NJEA, permitting proration on a monthly basis. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as the majority representative.

### **3:8.2. Amount Of Fee/Notification**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be calculated annually by the Association in accordance with the law, but shall not exceed 85% of the membership dues.

### **3:8.3. Deduction And Transmission Of Fee**

#### **a. Notification**

On or about the 15th day of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.

#### **b. Payroll Deduction Schedule**

The Board will deduct from the salaries of the subject employee the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

#### **c. Demand And Return System:**

The Board will not deduct a representation fee until such time as the Association provides the Board with a written and valid demand and return system as required by N.J.S.A. 34:13A-5.5, et seq. Written copies of said demand and return system shall be made available to all non-members of the Association, upon request.

#### **d. Termination Of Employment**

If the employment of an employee who is required to pay a representation fee is terminated before the Association has received full amount of the representation fee to which it is entitled pursuant to this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. This provision shall apply equally to Association members who terminate their employment prior to the end of the membership year in questions.

#### **e. Mechanics**

Except as otherwise provided in this Article, the mechanics for the transmission of said fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

#### **f. Changes**

The Association will notify the Board in writing of any changes in the list provided for in Section 3:8.3 (a), above, and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

### **3:8.4. New Employees**

On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during



the preceding thirty (30) day period. The list will include names, social security number, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death. New employees shall begin paying a representation fee on the 31st day of employment with the Board.

### **3:8.5. Indemnification of Board**

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, which may arise by reason of any action taken by the Board in complying with the provisions of this article.

#### **a. Conditions Precedent**

The foregoing indemnification is conditioned upon the following: (a) the Board giving the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and (b) if the Association so requests in writing, the Board surrendering to it full responsibility for the defense of such claim, demand suit or other form of liability and cooperating fully with the Association in all aspects of same.

#### **b. Exception**

It is expressly understood that indemnification will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

## **ARTICLE 4. EMPLOYEE RIGHTS/RESPONSIBILITIES**

### **4:1. Notification of Contract and Salary**

Employees shall be notified of their contract and salary status for the ensuing year pursuant to the Regulations of the Department of Personnel.

### **4:2. Assigned Duties**

All employees shall work within their appropriate classification for their position pursuant to the Regulations of the Department of Personnel and in accordance with the requirements of the Board and the qualifications of the employee.

### **4:3. Transporting Students**

No employee shall be required to use a personal vehicle in the performance of school duties.

### **4:4. Protection Of Employees**

#### **4:4.1 Hazardous or Unsafe Conditions**

Employees shall not be required to work under hazardous or unsafe conditions or to perform tasks which endanger their health, safety, or well-being.

#### **4:4.2. Assaults Upon Employees**

##### **a. Use of Reasonable Force**

Employees may use reasonable force as is necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil in the absence of a certificated person only as permitted by law.

##### **b. Legal and Other Assistance**

The Board shall give full support, including legal and other assistance, for any assault upon an employee while acting in the discharge of such duties, for the purpose of protecting the employee's employment.

##### **c. Absences**

When absences arise out of or from such assault or injury, employees shall not forfeit any sick leave or personal leave.

##### **d. Continuation of Benefits**

Benefits derived under this or subsequent agreements shall continue beyond the period of any Worker's Compensation until the complete recovery of an employee when absences arise out of or from an assault or injury.

##### **e. Report of Assault**

Employees shall immediately report cases of assault suffered by them in connection with their employment to their Supervisor or the Chief School Administrator.

#### **4:5. Employee Equipment**

All employees, where applicable, shall be provided with the appropriate equipment necessary to do quality work.

#### **4:6. Resignation**

##### **4:6.1. Notice of Resignation**

Employees who intend to resign from employment shall give fourteen (14) calendar days written notice to their Supervisor or the Chief School Administrator.

##### **4:6.2. Proration of Vacation Benefits**

Any earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless the required notice has not been given therein.

##### **4:6.3 Penalty In Lieu of Full Notice**

If the full fourteen (14) days notice has not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by employees.

#### **4:7. Fair Dismissal Procedure**

The regulations of the Department of Personnel, will apply to all employees in regard to termination of employment or demotion.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

### **5:1. Definitions**

#### **5:1.1. Grievance**

A "grievance" is a claim by an employee or the Association based upon an interpretation, application or violation of this Agreement, policies, or administrative decisions affecting terms and conditions of employment of the Association.

#### **5:1.2. Aggrieved Person**

An "aggrieved person" is the person(s) or the Association making a claim.

#### **5:1.3. Party in Interest**

A "party in interest" is the person(s) making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

### **5:2. Purpose**

The purpose of the procedure is to secure, at the lowest possible level, solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at every level of the procedure.

### **5:3. Time**

#### **5:3.1. Time Limits**

The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement only.

#### **5:3.2. Year End Grievances**

In the event a grievance which affects ten (10) month employees only is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the next school year, same could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

### **5:4 Levels of Review**

#### **5:4.1. Level One - Immediate Supervisor**

An employee with a grievance shall first discuss it with the employee's immediate supervisor within five (5) school days after becoming aware of the occurrence either directly or through the Association's designated representative, with the objective of resolving the matter informally.

#### **5:4.2. Level Two - Appropriate Administrator**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the

presentation of the grievance, the aggrieved person may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the appropriate administrator.

#### **5:4.3. Level Three - Chief School Administrator**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within five (5) school days after the grievance was delivered to the appropriate administrator, the aggrieved person may, within five (5) school days after a decision by the appropriate administrator, or ten (10) school days after the grievance was delivered to the appropriate administrator, whichever is sooner, submit the grievance to the Chief School Administrator. The Chief School Administrator shall review the grievance and within a period of ten (10) school days shall render a decision in writing to the aggrieved person.

#### **5:4.4. Level Four - Board Level**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Chief School Administrator, the aggrieved person may, within five (5) school days after a decision by the Chief School Administrator or fifteen (15) school days after the grievance was delivered to the Chief School Administrator, whichever is sooner, submit the grievance to the Board. The Board, or a committee thereof, shall conduct a hearing within a period of twenty (20) school days after receipt of the grievance and shall render a decision in writing to the aggrieved person.

#### **5:4.5. Level Five - Arbitration**

##### **(a) Written Request to Arbitrate**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Four (4), or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board, the aggrieved person may request in writing that the Association submit the grievance to arbitration within twenty (20) school days after the receipt of a request by the aggrieved person.

##### **(b) Selection of Arbitrator**

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators may be made by either party to the Public Employment Relations Commission (PERC). The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

##### **(c) Hearing and Decision**

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision. The arbitrator shall be limited to the issues and shall consider nothing else. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions

of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.

**(d) Jurisdiction**

In the event that the arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

**(e) Cost and Expenses**

The costs for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**5:5. Rights of Employee to Representation**

**5:5.1. Individual Representation**

Any aggrieved person may be represented at all levels of the grievance procedure by a representative selected by the Association.

**5:5.2. Group Grievance**

If a grievance affects a group of employees, the Association may submit such grievance in writing to the appropriate administrator directly and the processing shall commence at Level Two or Level Three, respectively.

**5:5.3. Reprisals**

No reprisals shall be taken by the Board or its administrators against any member of the Association because of participation in the grievance procedure.

**5:6. Miscellaneous**

**5:6.1. Written Decisions**

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons and shall be transmitted to all parties.

**5:6.2. Content of Grievance**

The content of a written grievance shall contain at least the following: the nature of the grievance, the section of the contract alleged to be violated, the nature and extent of the asserted injury, loss or inconvenience, the results of previous discussions, the nature of the dissatisfaction with decisions previously rendered and the remedy sought by the aggrieved person.

#### **5:6.3. Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the "Personnel File" of any of the participants.

#### **5:6.4. Continuation of Duties**

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to function in their duties, until such grievance or any effect thereof shall be fully determined.

#### **5:6.5. Exhaustion of Remedy**

Any violation of the Agreement shall be handled through the grievance procedure as outlined in this Article.

### **ARTICLE 6 SALARIES**

#### **6:1 Salary Schedules.**

The salary of each employee covered by this Agreement is set forth in the Salary Schedules that are attached hereto and made a part hereof.

#### **6:2. Method of Payment**

##### **6:2.1. Twelve-Month Employees**

Each employee employed on a twelve (12) month basis shall be paid twenty-four (24) semi-monthly installments.

##### **6:2.2. Ten-Month Employees**

Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

##### **6:2.3. Exceptions**

When a payday falls on or during a school holiday, recess or weekend, employees shall receive their paychecks on the last working day prior to same.

##### **6:2.4. Final Pay**

Ten (10) month employees shall receive their final pay and the pay schedule for the following year on their last working day in June. Twelve (12) month employees shall follow the regular pay schedule.

#### **6:3. Change in Classification**

The Association shall be informed any time an employee applies to the Department of Personnel for reclassification of the employee's position/salary status.

#### **6:4. Part-Time Employees**

Part-time employees shall receive a pro-rata salary increase based upon the attached Salary Schedules.

### **6:5. Salaries Increase**

Salaries for 1996-1997 shall represent a three (3%) percent increase over 1995-1996 salaries. Salaries for 1997-1998 shall represent a three (3%) percent increase over 1996-1997 salaries. Salaries for 1998-1999 shall represent a three (3%) percent increase over 1997-1998 salaries. The parties have agreed upon the application of the above salary increases to each employment position and employee.

#### **6:5.1. Assistant Cafeteria Manager**

The assistant cafeteria manager shall receive, in addition to all other compensation pursuant to this agreement, a \$600 stipend during each year of this agreement, said stipend not to be added to base salary.

#### **6:5.2. Late Activity Bus Driver**

The hourly rates for the late activities bus run shall be at the hourly rate of the driver.

### **6:6. Longevity**

All employees shall be eligible for an annual longevity pay based on the following table for years of service in the Maurice River Township School District. Years of service do not have to be served consecutively and partial years of service will be combined to determine complete full years of service. A year of service shall be ten (10) months for ten (10) month employees and twelve (12) months for twelve (12) month employees. A month/year of employment by a permanent part-time employee shall be counted as a full month/year of service.

The date of determination for longevity eligibility will an employee's anniversary date. Payments will be made on a pro-rata basis during an employee's work year, be it ten months or twelve months.

<b>Years of Service</b>	<b>Payment (Non-Cumulative)</b>
After Five (5) years of service within the district	\$500.00
After Ten (10) years of service within the district	\$700.00
After fifteen (15) years of service within the district	\$900.00
After twenty (20) years of service within the district	\$1,100.00
After twenty-five (25) years of service within the district	\$1,300.00

## **ARTICLE 7. BENEFITS**

### **7:1. Health Care Insurance Program**

Provisions of the health care insurance program shall be detailed in matter, policies and contracts agreed upon by the Board and the Association.

#### **7:1.1. Payment of Premiums**

For each employee who remains in the employ of the Board for the full year, the Board shall make the payment of insurance premiums to provide full coverage for the twelve (12) month period commencing on July 1st and ending June 30th. When

necessary, payment of premiums on behalf of the employee shall be retro-active to assure uninterrupted coverage and participation.

#### **7:1.2. Description of Coverage**

The Board shall provide to each employee a written description of the health care insurance coverage provided under this Article no later than September 30th, said description to include a clear description of the conditions and limits of coverage.

#### **7:1.3 Waiver of Health Plan Coverage**

An employee who voluntarily declines the health care coverage set forth in *Section 7:1*, above, by virtue of coverage provided elsewhere shall receive a cash incentive (\$1,000 annually) in lieu of such benefits. The employee may re-enter the health care plan subject to insurance restrictions and requirements in the event alternative coverage is discontinued or made unavailable. In such event, the foregoing cash incentive shall be limited to the months during which such coverage was waived by the employee. Implementation of this provision will occur upon a Plan being established by the Employer pursuant to *Section 125* of the Internal Revenue Code.

#### **7:2. Prescription Plan**

All qualified employees shall be eligible, at unfixed rates, for an employee and family prescription plan. The co-pay for this prescription plan shall be \$5.00 (generic)/\$10.00 (brand name).

#### **7:3. Dental Plan**

All qualified employees shall be eligible for an employee and family dental plan as agreed upon by the Board and the Association.

#### **7:4. Retired Employees**

The Board shall allow retired employees to remain a part of the group plan if such employees pay the premium insurance.

#### **7:5..Change of Insurance Carrier**

The Board shall have the discretion to replace or change any insurance carrier providing coverage under this Article so long as the coverage for employees is not reduced.

#### **7.6. Eligibility of Benefits.**

All full time and part time employees working a minimum of four hours per day shall qualify and be eligible for the benefits described in this Article.



## **ARTICLE 8. WORK YEAR/SCHEDULE**

### **8:1. Work Year**

#### **8:1.1. School Aides**

The work year of all School Aides shall be on a ten (10) month basis commencing on September 1st and ending on June 30th. The daily work schedule of all School Aides shall be according to the school calendar.

#### **8:1.2. Bus Drivers**

The work year of all Bus Drivers shall be on a ten (10) month basis, commencing on September 1st and ending on June 30th.

#### **8:1.3. Building Maintenance Workers**

The work year of all twelve (12) month Building Maintenance Workers shall commence on July 1st and end on June 30th. The work year of all ten (10) month Building Maintenance Workers shall commence on September 1st and end on June 30th.

#### **8:1.4. Food Service Workers**

The work year of all Food Service Workers shall be on a ten (10) month basis commencing on September 1st and ending on June 30th. The daily work schedule of all Food Service Workers shall be according to the school calendar.

#### **8:1.5. Secretaries/Clerks**

The work year of all twelve (12) month Secretaries/Clerks shall commence on July 1st and end on June 30th. The work year of all ten (10) month Secretaries/Clerks shall commence on September 1st and end on June 30th.

### **8:2. Work Schedule**

#### **8:2.1. School Aides**

##### **(a) Daily Work Hours**

The regular work hours for School Aides shall be in accordance with their administrative assignments.

##### **(b) Meetings, Conferences and Training**

School Aides shall attend staff meetings and parent/teacher conferences as required and approved by the Board, and all School Aides shall attend in-service training required by law.

#### **8:2.2. Bus Drivers**

##### **(a) Additional Runs For Regular Bus Drivers**

When regular bus drivers are required to work additional time past their regular assignments, they will be compensated on an hourly prorated basis. For purposes of determining the hourly rate, a driver's normal workday shall be considered to be four (4) hours. Drivers shall receive a maximum of fifteen minutes vehicle preparation time with pay.

**(b) Banking of Hours By Non-Regular Bus Drivers**

Bus drivers not achieving a four (4) hour day will bank hours not worked and those hours will be maintained by the Board and, at the Board's discretion, those bus drivers will be available for field trips, extra intraschool runs, etc. This does not include Saturdays or Sundays. Saturday or Sunday field trips will be paid on a time and a half basis.

**(c) Additional Runs in an Emergency**

Drivers will be required to take additional runs in emergencies when assigned by the Chief School Administrator or his/her designee.

**(d) Compensation For Instructing New Bus Drivers**

Bus drivers will be paid their hourly rate while instructing a new bus driver. This shall be done on a volunteer basis. If no volunteers are available, then this assignment shall be rotated among all permanent bus drivers.

**(e) Vehicle and Route Assignments**

All bus drivers shall accept vehicle and route assignments given to them by the Chief School Administrator or his/her designee.

**(f) Out of District Routes**

Those drivers assigned to out-of-district routes shall work according to the calendar of the assigned school.

**8:2.3. Building Maintenance Workers**

**(a) 12 Month Employees**

The working hours for all full-time (12-month) personnel shall be eight (8) hours, which shall include a thirty (30) minute duty free lunch period.

**(b) 10 Month Employees**

The working hours for all part-time (10 month) personnel shall be consistent with established practice and shall include a duty free thirty (30) minute lunch period. Anyone working less than eight (8) hours shall be considered part-time personnel and their working hours shall be prorated.

**8:2.4. Food Service Workers**

**(a) Part-Time Food Service Workers**

All part-time personnel shall work not less than three (3) hours per day.

**(b) Full-Time Food Service Workers**

All full-time personnel shall work not less than six (6) hours per day, but not more than seven (7) hours per day including a thirty (30) minute duty free lunch period.

**(c) Assistant Cafeteria Manager**

The Assistant Cafeteria Manager shall work not less than six (6) hours per day, but not more than eight (8) hours per day, which shall include a (30) minute duty free lunch period.

#### **(d) Additional Hours**

Food Service workers working additional hours over six (6) hours per day as noted in sub-paragraph (b), above, and the Assistant Cafeteria Manager working additional hours over six (6) hours per day as noted in sub-paragraph (c), above, shall be compensated proportionally at the hourly rate for all hours worked or fractions thereof.

#### **8.2.5. Secretaries/Clerks**

##### **(a) Daily Work Hours**

The working hours for all ten (10) and twelve (12) month personnel shall be seven and one half (7 1/2) hours per day which shall include a thirty (30) minute duty free lunch period, or a total of thirty five (35) hours per week.

##### **(b) Adjustment of Daily Work Hours**

The working hours shall be between the hours of 8:00 a.m. and 4:00 p.m. However, the Chief School Administrator will have the authority to adjust the hours to meet the needs of the district with the following stipulations:

- (i) One week prior notification for any personnel affected.
- (ii) Length of the work day will remain consistent with the above paragraph and as agreed upon by the personnel affected.
- (iii) The workday shall not begin before 7:00 a.m. and shall end no later than 5:00 p.m. unless agreed upon by the personnel affected.

#### **8.3. Call-Back Time**

Any employee called back to work outside of his or her regularly scheduled shift shall be paid a minimum of two (2) hours. Management shall have the right to keep the employee at work for the full two (2) hour period. Stacking or overlapping of call back periods during the minimum call back time shall be prohibited, whether or not the employee is kept at work for the full two (2) hour period.

#### **8.4. Overtime**

Any building maintenance worker who works beyond his or her normal work week shall receive additional compensation for such overtime hours worked on the basis of his or her straight hourly rate (or equal time off at the option of the employee up to the maximum of twenty-one (21) hours) for all such hours worked up to and including the fortieth (40th) hour worked in the week. For all hours worked beyond forty (40) hours in any week, an employee shall receive additional pay at the rate of one and one-half his or her regular hourly rate for all such hours worked.

#### **8.5. Approval of Call Back Time or Overtime**

Any overtime or call back time shall be with the approval of the Chief School Administrator or his/her designee.

#### **8.6. Compensatory Time**

It is the intent of both parties to allow compensatory time off for hours worked in excess of the employee's normal work day in a given classification up to a total of twenty-one (21) hours per year. Upon accumulating twenty-one (21) hours of

compensatory time, the employee shall receive monetary compensation at the rate of time and one-half for each hour worked over forty (40) hours per week.

#### **8:7. School Closing Due to Emergency**

Should school be scheduled to be open but is closed due to an emergency, custodians and/or maintenance personnel shall be called in to work by the maintenance supervisor to perform necessary or required work. Compensation shall be at the regular hourly rate for all hours less than or equal to forty (40) hours.

#### **8:8. Legal Holidays**

Building maintenance personnel may be called in to work on legal holidays by the maintenance supervisor, at his or her discretion, with compensation for the employee(s) at the rate of time and one-half for each hour of work performed.

#### **8:9. "Breaks"**

An employee working a minimum of three (3) hours shall receive one ten (10) minute uninterrupted "break". When working five (5) hours or more, an employee shall receive two ten (10) minute "breaks". The time shall be standardized and mutually agreed upon by the employee and immediate supervisor.

#### **8:10. In-Service**

##### **8:10.1. Maximum In-Service Training**

All employees shall be required to attend no more than ten (10) hours in-service training per year without pay.

##### **8:10.2. Scheduling of In-Service Training**

In-service training shall be scheduled in addition to the normal work year but shall not include weekends or holidays. Such hours of training may be scheduled at the Board's discretion at the end of a normal work day.

### **Article 9. PROMOTIONS/TRANSFERS/REASSIGNMENTS**

#### **9:1. Promotions**

##### **9:1.1. Classified Positions**

A. Any position classified according to Department of Personnel regulations shall be enforced and personnel shall be so notified on the employee bulletin board.

##### **9:1.2. Preference For Promotional Or New Position**

An employee presently working within the district shall be given preference for a promotional or new position, if the employee is qualified and otherwise satisfies the prerequisites of the promotional or new position.

##### **9:1.3. Reservation of Right To Establish New Positions**

The Board reserves the right to establish new positions and their salary ranges. Either party reserves the right to seek from the Public Employment Relations Commission a unit determination/clarification in the event of a dispute.

## **9:2. Involuntary Transfers And Reassignments**

### **9:2.1. Use of Voluntary Requests**

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. However, if a qualified volunteer is not available, then Department of Personnel Regulations shall prevail. The final decision on all transfers shall be within the sole discretion of the Board, upon recommendation of the Chief School Administrator.

### **9:2.2. Notice of Transfer**

If a notice of an involuntary transfer or reassignment is necessary, then the employee's area of competence, length of service in the Maurice River Township School District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal statutes rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned.

## **ARTICLE 10. LEAVES**

### **10:1 Temporary Leave**

#### **10:1.1 Types of Leave**

Employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay for each school year:

#### **10:1.2. Personal Leave**

##### **(a). Amount of Leave**

Each twelve (12) month employee shall receive two (2) personal days to be utilized for personal business. Each ten (10) month employee shall receive one (1) personal day to be utilized for personal business.

##### **(b) Limitations**

Personal leave shall be non-cumulative. An employee shall provide, except in cases of emergency, at least forty-eight (48) hours notice prior to utilizing personal leave.

#### **10:1.3. Bereavement Leave**

##### **(a) Amount of Leave**

An employee shall be entitled to up to five (5) days for absence due to death of the employee's mother, father, spouse or child and up to three (3) days for absence due to the death of other family members. Other family members of the employee are defined as son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother/sister-in-law, grandparents, spouse's grandparents, grandchildren, aunt, uncle and step-relatives.

**(b) Limitations**

An employee shall qualify for funeral pay only for lost time during the first five calendar days following the date of death. An employee shall be entitled to additional funeral leave as specified above should the employee suffer more than one death in the family in a school year.

**10:1.4. NJEA Convention Leave**

An employee shall be entitled to one (1) day leave to attend the NJEA annual convention provided proof of attendance is submitted.

**10:1.5. Characterization of Leave**

Leave taken pursuant to *Section 10:1.2* through *10:1.4* shall be in addition to any other leave to which the employee is entitled pursuant to Department of Personnel Regulations.

**10:1.6. Child Care Leave**

An employee may utilize child care leave as permitted by the regulations promulgated by the Department of Personnel.

**10:2. Extended Leave**

**10:2.1. Military Leave**

Military Leave without pay will be granted to any employee who is drafted or enlists in any branch of the armed forces of the United States pursuant to regulations of the Department of Personnel.

**10:2.2. Good Cause**

Other leaves of absence without pay may be granted in the discretion of the Board for good reason or good cause.

**10:2.3. Return from Leave**

**(a) Salary**

Upon return from leave granted pursuant to *Section 10:2.2.*, above, , an employee shall be considered as if actively employed by the Board during such leave and shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent. An employee must work a minimum of ninety (90) days during any one fiscal year, excluding military leave up to four years, in order to be entitled to wage increments or receive salary increases and/or to advance to the next salary level.

**(b) Benefits**

All benefits to which an employee was entitled at the time a leave of absence commenced, shall be restored upon an employee's return. An employee shall be assigned to the same position held at the time said leave commenced, if available, and, if not, to a substantially equivalent position.

#### **10:2.4. Extensions and Renewals**

All extensions and renewals of leaves shall be applied for in writing and, if granted, granted in writing, pursuant to regulations of the Department of Personnel.

#### **10:3 Vacation Leave**

##### **10:3.1. Vacation Eligibility**

Vacation eligibility shall be determined as of July 1st of each year.

##### **10:3.2. Scheduling**

Vacation times shall be scheduled to coordinate with work schedules and are subject to the approval of the immediate supervisor. Such approval shall not be withheld arbitrarily. For building maintenance personnel, up to five (5) annual vacation day per year may be requested for use during school summer recess. Such requests shall be considered subject to the provisions of this paragraph and provided that the work load is not detrimentally affected and only one employee is absent at a time during such usage.

##### **10:3.3. Amount of Annual Vacation Leave**

The following vacation schedule will apply only to twelve (12) month employees:

Less than 1 year	1 working day per month employed
1 - 4 years	16 working days per year
5 - 11 years	19 working days per year
12 - 19 years	24 working days per year
20 years and over	29 working days per year

##### **10:3.4. Notice**

All employees shall provide either written or oral notice to their immediate supervisor of planned vacation dates a minimum of thirty (30) days prior to the planned first day of said vacation.

#### **10:4. Holiday Leave**

##### **10:4.1. Twelve Month Employees**

There shall be thirteen (13) annual holidays for twelve (12) month employees:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

##### **10.4.2. Right of Substitution**

The Board shall have the right to substitute an alternative holiday(s) for any of the holiday(s) listed above on a day for day basis. The Association shall be permitted input into calendar decisions of the Board.

## **10:5. Sick Leave**

### **10:5.1. Entitlement/Accumulation**

#### **(a) Twelve Month Employees**

All twelve (12) month employees shall be entitled to fifteen (15) sick leave days each fiscal year as of the first official day of said fiscal year whether or not they report for duty that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. New employees shall be entitled to one (1) day per month, for all months worked less than one year; thereafter, they shall receive one and one-quarter (1-1/4) days per month, as per Department of Personnel Regulations.

#### **(b) Ten Month Employees**

Ten (10) month employees shall receive twelve (12) days per work year.

### **10:5.2. Notification of Accumulation**

Employees shall be given a written accounting of accumulated sick leave as of July 1st of the fiscal year with written notice being given no later than September 30th.

### **10:5.3. Retirement/Layoff**

Upon retirement after a minimum of ten (10) years of service and at a minimum age of fifty-five (55) years, or in the event of a lay-off, full-time employees will be granted compensation for their unused, accumulated sick leave on the basis of the following:

#### **(a) Employment Commenced After June 30, 1986**

Compensation at retirement will be calculated by multiplying the number of unused, accumulated sick leave days by 50 percent and then by multiplying that result by one-half of the employee's regular daily pay rate.

#### **(b) Employment Prior To June 30, 1986**

Compensation at retirement for sick leave days accumulated as of June 30, 1986, and not subsequently used, shall be based on the number of such unused days multiplied by the employee's regular daily pay rate.

#### **(c) Sick Leave Days Accumulated After June 30, 1986**

Compensation at retirement for sick leave days accumulated after June 30, 1986, and not subsequently used, shall be based on one-half the number of such unused days multiplied by the employee's regular daily pay rate.

#### **(d) Charge of Use Of Sick Days Accumulated As Of June 30, 1986**

For the purposes of this section, employees will not be charged with use of any unused sick leave accumulated as of June 30, 1986 unless all days earned subsequent to June 30, 1986, have been used.

### **10:5.4. Compensation Upon Death**

Upon death of an employee, compensation will be paid to the employee's estate.



#### **10:5.5. Resignation or Termination For Cause**

Employees who resign or who are terminated for cause before meeting the eligibility requirements shall not be eligible for these benefits.

### **ARTICLE 11. MISCELLANEOUS PROVISIONS**

#### **11:1. Nondiscrimination**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or applicable mental or physical handicap.

#### **11:2. Board Policy**

This Agreement supplements Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

#### **11:3. Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

#### **11:4. Severability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **11:5. Negotiation Of Successor Agreement**

##### **11:5.1. Policy Changes**

###### **(a) Prohibition Against Unilateral Changes**

Consistent with Chapter 123, Public Laws of New Jersey 1975, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

###### **(b) Applicability/Requirement Of Writing**

Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by all parties.

###### **(c) Participation of Association Representative**

Whenever the Association President or designee is scheduled to participate during working hours in conferences, meetings or negotiations respecting the collective bargaining agreement, said individual will suffer no loss in pay.

**11:5.2. Modification**

**(a) Requirement of Writing**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**(b) Limitation On Requirement To Bargain**

During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

**ARTICLE 12. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 1999. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries herein.

**MAURICE RIVER TOWNSHIP BOARD OF EDUCATION**

ATTEST:

BY:

  
ANN TIMMONS, SECRETARY

  
GLENN EWAN, PRESIDENT

**MAURICE RIVER TOWNSHIP SUPPORTIVE ASSOCIATION/NJEA**

ATTEST:

BY:

  
SECRETARY

  
PRESIDENT